



STATE OF UTAH CONTRACT NUMBER: **AR-076** August 18, 2006

Revision number: 27

Purchasing Agent: JARED GARDNER
(801) 538-3342

**Item: SOFTWARE-GEOGRAPHIC FOR PRIME, DEC & IBM EQUIPMENT AND SOFTWARE
MAINTENANCE**

Vendor: 67045E A E S R I
380 NEW YORK STREET
REDLANDS, CA 92373-8100

Internet Homepage: www.esri.com

Telephone: (303) 4497779 EXT. 8259

Fax number: (303) 4498830

Contact: JEFF TUCKER

Email address: jtucker@esri.com

Brand/trade name: AS LISTED

Price: SEE ATTACHED PRICE LIST

Terms: NET 30

Effective dates: 08/31/2004 through 08/30/2008

Days required for delivery: 60-90 DAYS

Price guarantee period:

Minimum order: NONE

Min shipment without charges: SHIPPING AND HANDLING CHARGES ADDED TO INVOICE

Other conditions:

PLEASE NOTE: EFFECTIVE DATE EXTENDED.

REMIT TO: ESRI (Vendor #67045E)
FILE 54630
LOS ANGELES CA 90074-4630

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a DO in Finet). Agencies will return to the vendor any invoice which reflects incorrect pricing.



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ADDITIONAL CONTACT INFORMATION

STATE OF UTAH CONTRACT SPECIALIST: GEORGE INCAMPO (909) 793-2853 x 1090
gincampo@esri.com

AUTHORIZATION REQUIRED- State agencies only, all other political subdivisions may purchase with out authorization.

Use of this contract for purchase of new product requires authorization form the CIO's office. State agencies must obtain authorization prior to purchasing new product. Maintenance items do not require authorization.

Please contact Jeannie Watanabe at jwatanabe@utah.gov.

USE OF THIS PRICING IS RESTRICTED TO AGENCIES AND POLITICAL SUBDIVISIONS OF THE STATE OF UTAH.

Please review attached contract documents as the terms and conditions of this contract have been amended.

REPORTS

The contractor will submit quarterly reports to the state purchasing agent showing quantities and dollar volume of purchases by each state agency and political subdivision. These reports will be due 10 days after the calendar quarter.

FINET COMMODITY CODE(S):

20866000000-SOFTWARE, PROFESSIONAL: HOSPITAL/PHARMACY, LEGAL, ETC.

90634000000-FREIGHT HANDLING; MATERIALS HANDLING

92045000000-SOFTWARE MAINTENANCE AND SUPPORT

92033000000-MAPPING SERVICES – DIGITIZED

91828000000-COMPUTER HARDWARE, CONSULTING SERVICES

91829000000-COMPUTER SOFTWARE, CONSULTING SERVICES



ESRI MPA PRICE LIST (E405M 4/06)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

General Information and Disclaimers

1. The following software items and related products are offered to Licensee and its qualified agencies for use only within the United States of America, its possessions, and territories.
2. The listed prices are exclusive of shipping, handling and any applicable taxes. Delivery terms are FOB Redlands, California. Shipping and handling will be prepaid and charged back, i.e. included in the invoice as a separate item. If desired, shipping and handling charges can be quoted to the customer prior to the placement of the order. Your ESRI Sales Representative can provide a specific quote including applicable shipping and handling charges.
3. Eligible customers may at any time request a specific quote based on this contract from an ESRI sales representative. When selecting items from this contract without assistance from an ESRI sales representative, be aware of the following general rules:
 - (a) Volume pricing applies on a per-order and per-item basis unless otherwise indicated. The listed prices must be multiplied by the order quantity to determine the total price for any given order.
 - (b) Some products have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the software, and extension software is only functional in combination with the corresponding core software. If you have questions regarding your configuration, please contact your ESRI representative for additional information.
 - (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your ESRI sales representative for additional information.
 - (d) Some items are not offered to all potential customers. For example, certain software upgrades are only offered to customers who have acquired the most recent versions of the software and local government licenses are only offered to local government customers.
 - (e) Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-site training information at ESRI's Web site (www.esri.com/training/site_training.html) for details.
 - (f) ESRI Site Training (i.e. Training at one of ESRI's Training Centers) requires a completed registration application form from each student. Registrations are processed on a first-come, first-served basis. We recommend that you submit this registration information at least one month prior to the start date of your class. See the Learning Center registration information at ESRI's Web site (www.esri.com/training/register.html) for details.
4. Support services are defined at ESRI's Web site (www.esri.com) within the user support section. Particular attention should be paid to the fact that some ESRI software comes with complimentary maintenance for the first year and other software features different support plans.
5. New software releases for most software products are provided exclusively through maintenance programs. In these cases, software upgrades are not sold separately.
6. (a) Overview of only the products that include complimentary UC registrations:
<http://www.esri.com/software/maintenance/benefits/registration-guide.html>
(b) Outline of all benefits associated with maintenance by product:
<http://gis2.esri.com/software/maintenance/qualifying.cfm>

MPA Price List

E405M 4/6/2006

Section	Description	Price
1	ArcGIS Concurrent Use Licenses	
	ArcInfo Concurrent Use License (existing user)	\$7,100
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$3,000
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2-10, 12-20...)	\$1,200
	ArcEditor Concurrent Use License	\$6,300
	ArcView Concurrent Use License	\$2,800
	ArcGIS Spatial Analyst Concurrent Use License	\$2,000
	ArcGIS 3D Analyst Concurrent Use License	\$2,000
	ArcGIS Geostatistical Analyst Concurrent Use License	\$2,000
	ArcGIS Publisher Concurrent Use License	\$2,000
	ArcGIS Survey Analyst Concurrent Use License	\$2,000
	ArcGIS Tracking Analyst Concurrent Use License	\$2,000
	ArcGIS ArcScan Concurrent Use License	\$2,000
	ArcGIS Maplex Concurrent Use License	\$2,000
	ArcGIS Data Interoperability Concurrent Use License	\$2,000
	ArcGIS Network Analyst Concurrent Use License	\$2,000
	ArcGIS Schematics Concurrent Use License	\$2,000
	Primary Maintenance for ArcView Concurrent Use License	\$700
	Secondary Maintenance for ArcView Concurrent Use License	\$500
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	\$200
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	\$500
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	\$200
	Primary Maintenance for ArcEditor Concurrent Use License	\$1,500
	Secondary Maintenance for ArcEditor Concurrent Use License	\$1,200

Section	Description	Price
1	ArcGIS Single Use Licenses	
	ArcEditor Single Use License	\$6,300
	ArcGIS ArcView Single Use License	\$1,200
	ArcGIS Spatial Analyst Single Use License	\$2,000
	ArcGIS 3D Analyst Single Use License	\$2,000
	ArcGIS Geostatistical Analyst Single Use License	\$2,000
	ArcGIS Publisher Single Use License	\$2,000
	ArcGIS Survey Analyst Single Use License	\$2,000
	ArcGIS Tracking Analyst Single Use License	\$2,000
	ArcGIS ArcScan Single Use License	\$2,000
	ArcGIS Maplex Single Use License	\$2,000
	ArcGIS Data Interoperability Single Use License	\$2,000
	ArcGIS Network Analyst Single Use License	\$2,000
	ArcGIS Schematics Single Use License	\$2,000
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$400
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	\$300
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$1,000
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	\$900
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,500
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	\$1,200
	Primary Maintenance for ArcEditor Single Use with Extensions	\$2,100
	Secondary Maintenance for ArcEditor Single Use with Extensions	\$1,800
	Maintenance Activation Program	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core Only	\$600
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core Only	\$400
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core plus Extensions	\$1,500
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, or 9.x Single Use License for Windows, Core plus Extensions	\$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$600
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	\$400
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,500
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	\$1,300
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$1,050
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	\$750
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Each Extension	\$750
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Each Extension	\$300
	ArcGIS Upgrades	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be on maintenance to qualify)	\$1,600

Section	Description	Price
1	Upgrade from One ArcGIS Product to Another	
	Upgrade from ArcView Single Use to ArcEditor	\$5,100
	Upgrade from ArcView Single Use to ArcInfo	\$8,700
	Upgrade from ArcView Concurrent Use to ArcEditor	\$3,500
	Upgrade from ArcView Concurrent Use to ArcInfo	\$7,100
	Upgrade from ArcEditor to ArcInfo	\$3,600
	ArcInfo 7.x or 8.0.x Software—UNIX/Windows NT	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Primary 1st, 11th, 21st, 31st...)	\$4,000
	ArcInfo 7.x or 8.0.x Node Locked 3-Pak License Annual Maintenance (Secondary 2–10, 12–20...)	\$1,600
	ArcCOGO 7.x or 8.0.x Extension Floating License	\$2,000
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$500
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	\$200
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pak License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pak License Annual Maintenance (each) (Secondary 2-10, 12-20...)	\$440
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pak License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pak License Annual Maintenance (each) (Secondary 2-10, 12-20...)	\$440
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pak License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	\$1,100
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pak License Annual Maintenance (each) (Secondary 2-10, 12-20...)	\$440
	ArcStorm First License (3 seats) Annual Maintenance	\$500
	ArcStorm Additional License (each additional seat) Annual Maintenance	\$100
	ArcPress for ArcView	
	ArcPress for ArcView UNIX License	\$295
	ArcPress for ArcView Windows/Windows NT License	\$295
2	ArcView 3.x and Extensions	
	UNIX	
	ArcView 3.x for UNIX License Qty. 1-5 (each)	\$1,756
	ArcView 3.x for UNIX License Qty. 6-25 (each)	\$1,581
	ArcView 3.x for UNIX License Qty. 26+ (each)	\$1,405
	ArcView 3.x for UNIX License Primary Maintenance	\$700
	ArcView 3.x for UNIX License Secondary Maintenance	\$500
	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	\$500
	ArcView Network Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,246
	ArcView Network Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,121
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	\$1,871
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView Tracking Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,246
	ArcView Tracking Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,121
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	\$1,871

Section	Description	Price
2	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView Spatial Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,696
	ArcView Spatial Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,546
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	\$2,246
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	\$200
	ArcView 3D Analyst Extension for UNIX License Qty. 1-5 (each)	\$2,696
	ArcView 3D Analyst Extension for UNIX License Qty. 6-25 (each)	\$2,546
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	\$2,246
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	\$500
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	\$200
	Windows/Windows NT	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$956
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$861
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	\$765
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$400
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	\$300
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$1,000
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	\$900
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,346
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,271
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,121
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1-5 (each)	\$1,346
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6-25 (each)	\$1,271
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	\$1,121
3	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,246
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,121
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,871
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1-5 (each)	\$2,246
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6-25 (each)	\$2,121
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	\$1,871
	ArcView StreetMap	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	\$495
	MapObjects	
	MapObjects--Windows Edition	
	MapObjects--Windows Edition Stand-Alone Developer's Kit (includes MapObjects--Windows Edition and 50 Stand-Alone Deployments)	\$4,000
	MapObjects--Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to 2 CPUs)	\$11,600
	Additional MapObjects--Windows Edition Developer License	\$800

Section	Description	Price
3	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	\$1,000
	MapObjects--Windows Limited Deployment Site License Kit	\$16,000
	Maintenance for MapObjects--Windows Edition Stand-Alone Developer Kit	\$1,000
	Maintenance for MapObjects--Windows Edition Internet Developer Kit	\$2,400
	Maintenance for Additional MapObjects--Windows Edition Developer License	\$200
	Maintenance for MapObjects--Windows Limited Deployment Site License Kit	\$3,000
	25-Pak Additional MapObjects--Windows Edition Stand-Alone Deployments	\$2,000
	MapObjects LT	
	MapObjects LT 2 License	\$1,000
	MapObjects--Java Edition	
	MapObjects--Java Edition Stand-Alone Developer Kit (includes MapObjects--Java Edition Developer License and 50 Stand-Alone Deployment Licenses)	\$4,000
	MapObjects--Java Edition Internet Developer Kit (Includes 2 MapObjects Java Edition Developer License and Deployment License for One Server with up to two CPUs)	\$6,000
	Additional MapObjects--Java Edition Developer License	\$800
	Additional MapObjects--Java Edition Server Deployment License for One Server with up to Two CPUs	\$4,000
	Additional MapObjects--Java Edition CPU Deployment License	\$3,000
	Maintenance for MapObjects--Java Edition Stand-Alone Developer Kit	\$1,000
	Maintenance for MapObjects--Java Edition Internet Developer Kit	\$1,500
	Maintenance for Additional MapObjects--Java Edition Developer License	\$200
	Maintenance for Additional MapObjects--Java Edition Server Deployment License for One Server with up to Two CPUs	\$1,000
	Maintenance for Additional MapObjects--Java Edition CPU Deployment License	\$750
	25-Pak Additional MapObjects--Java Edition Stand-Alone Deployments	\$2,000
	MapObjects--Java Edition (Staging Server)	
	MapObjects--Java Edition Internet Developer Kit for Staging Server (includes two MapObjects Java Edition Developer License and Deployment License for one Server with up to two CPUs)	\$3,000
	Additional MapObjects--Java Edition Developer Licenses for Staging Server	\$400
	Additional MapObjects--Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$2,000
	Additional MapObjects--Java Edition CPU Deployment License for Staging Server	\$1,500
	Maintenance for MapObjects--Java Edition Internet Developer Kit for Staging Server	\$750
	Maintenance for Additional MapObjects--Java Edition Developer Licenses for Staging Server	\$100
	Maintenance for Additional MapObjects--Java Edition Staging Server Deployment License for one Server with up to two CPUs	\$500
	Maintenance for Additional MapObjects--Java Edition CPU Deployment License for Staging Server	\$375
4	ArcGIS Engine	
	ArcGIS Engine Developer Kit License	\$5,000
	Primary Maintenance for ArcGIS Engine Developer Kit License	\$3,000
	Additional ArcGIS Engine Developer Kit License	\$3,000
	Primary Maintenance for Additional ArcGIS Engine Developer Kit License	\$3,000
	Secondary Maintenance for Additional ArcGIS Engine Developer Kit License	\$1,500
	ArcGIS Engine Runtime	
	Standard ArcGIS Engine Runtime License	\$500
	ArcGIS Engine Runtime 3D Extension License	\$1,000

Section	Description	Price
4	ArcGIS Engine Runtime Spatial Extension License	\$1,000
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	\$1,000
	ArcGIS Engine Runtime Network Extension License	\$1,000
	Maintenance for Standard ArcGIS Engine Runtime License without Extensions	\$100
	Maintenance for Standard ArcGIS Engine Runtime License with Extensions	\$400
5	ArcGIS Server (Production Server)	
	ArcGIS Server License (up to 2 CPUs)	\$30,000
	Additional CPUs on a Licensed ArcGIS Server	\$15,000
	ArcGIS Server License Spatial Extension (up to 2 CPUs)	\$10,000
	Additional CPUs on a Licensed ArcGIS Server Spatial Extension	\$5,000
	ArcGIS Server License 3D Extension (up to 2 CPUs)	\$10,000
	Additional CPUs on a Licensed ArcGIS Server 3D Extension	\$5,000
	ArcGIS Server License Network Extension (up to 2 CPUs)	\$10,000
	Additional CPUs on a Licensed ArcGIS Server Network	\$5,000
	Maintenance for ArcGIS Server License	\$7,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server	\$3,750
	Maintenance for ArcGIS Server License Spatial Extension	\$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server Spatial Extension	\$1,250
	Maintenance for ArcGIS Server License 3D Extension	\$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server 3D Extension	\$1,250
	Maintenance for ArcGIS Server License Network Extension	\$2,500
	Maintenance for Additional CPU on a Licensed ArcGIS Server Network Extension	\$1,250
	ArcGIS Server (Staging Server)	
	ArcGIS Server Staging Server License (up to 2 CPUs)	\$15,000
	Additional CPU on licensed ArcGIS Server Staging Server	\$7,500
	ArcGIS Server Staging Server License Spatial Extension (up to 2 CPUs)	\$5,000
	Additional CPU on Licensed ArcGIS Server Staging Server Spatial Extension	\$2,500
	ArcGIS Server Staging Server License 3D Extension (up to 2 CPUs)	\$5,000
	Additional CPU on Licensed ArcGIS Server Staging Server 3D Extension	\$2,500
	ArcGIS Server Staging Server License Network Extension (up to 2 CPUs)	\$5,000
	Additional CPU on Licensed ArcGIS Server Staging Server Network Extension	\$2,500
	Maintenance for ArcGIS Server Staging Server License	\$3,750
	Maintenance for Additional CPU on Licensed ArcGIS Server Staging Server	\$1,875
	Maintenance for ArcGIS Server Staging Server License Spatial Extension	\$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Staging Server Spatial Extension	\$625
	Maintenance for ArcGIS Server Staging Server License 3D Extension	\$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Staging Server 3D Extension	\$625
	Maintenance for ArcGIS Server Staging Server License Network Extension	\$1,250
	Maintenance for Additional CPU on Licensed ArcGIS Server Staging Server Network Extension	\$625
6	ArcSDE	
	ArcSDE Installation Pack	\$400
	ArcSDE Server and two Processors (incl. License for 1 Server and 2 Processors, 5 Read and Write Connection Licenses)	\$10,000
	ArcSDE License for One Additional Processor	\$5,000
	ArcSDE Read and Write Server Connection License	\$1,000
	ArcSDE Read-Only Server Connection License	\$500

Section	Description	Price
6	Maintenance for ArcSDE or SDE Server License with Two CPUs	\$3,000
	Maintenance for ArcSDE or SDE Additional Processor License	\$1,000
	Maintenance for ArcSDE/SDE Read and Write Server Connection License	\$150
	Maintenance for ArcSDE/SDE Read-Only Server Connection License	\$150
	ArcSDE (Staging Server)	
	ArcSDE Server and two CPUs for Staging Server (includes License for One Server and up to 2 CPUs and five Read and Write Connection Licenses)	\$5,000
	ArcSDE Additional CPU License for Staging Server (does not include additional key code or server connection licenses)	\$2,500
	ArcSDE Read and Write Server Connection License for Staging Server	\$500
	ArcSDE Read-Only Server Connection License for Staging Server	\$250
	Maintenance for ArcSDE Server and two CPUs for Staging Server	\$1,500
	Maintenance for ArcSDE Additional CPU License for Staging Server	\$500
	Maintenance for ArcSDE Read and Write Server Connection License for Staging Server	\$75
	Maintenance for ArcSDE Read-Only Server Connection License for Staging Server	\$75
7	ArcIMS	
	ArcIMS Server/CPU License Internet Deployment License for One Server and Two CPUs and ArcIMS Software	\$10,000
	ArcIMS Additional CPU License	\$5,000
	ArcIMS Single Use Developer License (each)	\$1,000
	ArcIMS Server/CPU Annual Maintenance	\$2,000
	ArcIMS Additional CPU Annual Maintenance	\$1,000
	ArcIMS Single Use Developer License Annual Maintenance Fee	\$200
	ArcIMS Small Local Government Server/CPU License for One Server and Up to 2 CPUs	\$5,000
	Maintenance for ArcIMS Small Local Government Server/CPU License	\$1,500
	Upgrade of Small Local Government License to ArcIMS Regular Edition License	\$5,000
	ArcIMS (Staging Server)	
	ArcIMS Server/CPU Staging Server License-Internet Deployment License for One Server and Two CPUs and ArcIMS Software	\$5,000
	ArcIMS Additional CPU Staging Server License-ArcIMS Internet Deployment License for Additional CPU on a Server Licensed for ArcIMS	\$2,500
	Annual Maintenance for ArcIMS Server/CPU Staging Server	\$1,000
	Annual Maintenance for ArcIMS Additional CPU Staging Server	\$500
	ArcIMS Route Server	
	ArcIMS Route Server License for One Server and 2 CPUs	\$3,000
	Annual Maintenance for ArcIMS Route Server License for One Server and 2 CPUs	\$600
	ArcIMS Route Server Additional CPU License	\$1,500
	Annual Maintenance for ArcIMS Route Server Additional CPU License	\$300
	ArcIMS Route Server (Staging Server)	
	ArcIMS Route Server Staging Server for One Server and 2 CPUs	\$1,500
	Annual Maintenance for ArcIMS Route Server Staging Server for One Server and 2 CPUs	\$300
	ArcIMS Route Server Additional CPU Staging Server	\$750
	Annual Maintenance for ArcIMS Route Server Additional CPU Staging Server	\$150
	ArcIMS Route Server Data Options	
	Data Pack - Tele Atlas North America (USA & Canada) Data License for up to 5,000,000 Transactions, Internet Use	\$10,000
	Data Pack - Tele Atlas North America (USA & Canada) Data License for up to 20,000,000 Transactions, Internet Use	\$25,000

Section	Description	Price
7	Data Pack - Tele Atlas North America (USA & Canada) Data License for up to 60,000,000 Transactions, Internet Use	\$75,000
	Data Pack - NAVTEQ North America (USA & Canada) Data License for One Server and 2 CPUs	\$18,000
	Update Fee for Data Pack - NAVTEQ North America (USA & Canada) Data License for One Server and 2 CPUs	\$3,600
	Data Pack - NAVTEQ North America (USA & Canada) Data Additional CPU License	\$3,000
	Update Fee for Data Pack - NAVTEQ North America (USA & Canada) Data Additional CPU License	\$600
	ArcIMS Data Delivery Extension	
	ArcIMS Data Delivery Extension License for One Server and 2 CPUs	\$5,000
	Annual Maintenance for ArcIMS Data Delivery Extension License for One Server and 2 CPUs	\$1,000
	Additional CPU License for ArcIMS Data Delivery Extension	\$2,500
	Annual Maintenance for Additional CPU License for ArcIMS Data Delivery Extension	\$600
	ArcIMS Data Delivery Extension (Staging Servers)	
	ArcIMS Data Delivery Extension Staging Server License for One Server/2 CPUs	\$2,500
	Annual Maintenance for ArcIMS Data Delivery Extension Staging Server License for One Server/2 CPUs	\$500
	ArcIMS Data Delivery Extension Additional Staging Server CPU License	\$1,250
	Annual Maintenance for ArcIMS Data Delivery Extension Additional Staging Server CPU License	\$300
8	Business Applications Software	
	ArcView Business Analyst	
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license)	\$14,796
	ArcView Business Analyst Extension Software and Data License and One-Year Maintenance (per license) AGS	\$14,796
	Annual Maintenance ArcView Business Analyst Extension (per license)	\$14,796
	Annual Maintenance ArcView Business Analyst Extension (per license) AGS	\$14,796
	Optional AGS Data Pack (only for ArcView Business Analyst Customers Who has Already Purchased ArcView Business Analyst with the ESRI BIS Data Set) (per license)	\$2,500
	Optional ESRI BIS Data Pack (only for ArcView Business Analyst Customers Who has Already Purchased ArcView Business Analyst with the AGS Data Set) (per license)	\$2,500
	Annual Maintenance for ArcView Business Analyst Optional ESRI BIS Data Pack (per license)	\$2,500
	Annual Maintenance for ArcView Business Analyst Optional AGS Data Pack (per license)	\$2,500
	ArcGIS Business Analyst (Single or Concurrent Use)	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	\$14,796
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	\$10,796
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	\$6,796
	ArcGIS Business Analyst Optional Segmentation Module w/Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$14,796
	ArcGIS Business Analyst Optional Segmentation Module w/Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$10,796
	ArcGIS Business Analyst Optional Segmentation Module w/Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$6,796

Section	Description	Price
8	ArcGIS Business Analyst Optional Segmentation Module w/ALL MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	\$18,000
	ArcGIS Business Analyst Optional Segmentation Module w/ALL MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	\$12,795
	ArcGIS Business Analyst Optional Segmentation Module w/ALL MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	\$7,920
	Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	\$14,796
	Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	\$10,796
	Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	\$6,796
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module w/Two MRI Categories (National Dataset) Software License (per license)	\$14,796
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module w/Two MRI Categories (One Region Dataset) Software License (per license)	\$10,796
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module w/Two MRI Categories (One State Dataset) Software License (per license)	\$6,796
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module w/ALL MRI Categories (National Dataset) Software License (per license)	\$18,000
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module w/ALL MRI Categories (One Region Dataset) Software License (per license)	\$12,795
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module w/ALL MRI Categories (One State Dataset) Software License (per license)	\$7,920
9	Tracking Server	
	Tracking Server License (up to 2 CPUs)	\$10,000
	Additional Tracking Server CPU License	\$5,000
	Update Subscription for Tracking Server License	\$2,000
	Update Subscription for Additional Tracking Server CPU License	\$1,000
	Tracking Server (Staging Servers)	
	Tracking Server License (up to 2 CPUs) for Staging Server	\$5,000
	Additional Tracking Server CPU License for Staging Server	\$2,500
	Update Subscription for Tracking Server License (up to 2 CPUs) for Staging Server	\$1,000
	Update Subscription for Additional Tracking Server CPU License for Staging Server	\$500
10	ESRI Image Server (Estimated Release: 2nd Quarter, 2006)	
	ESRI Image Server Deployment License (Up to two CPUs)	\$10,000
	ESRI Image Server - Additional CPUs on a Licensed Deployment Server	\$5,000
	ESRI Image Server Orthorectification Extension (Up to two CPUs)	\$5,000
	ESRI Image Server Orthorectification Extension - Additional CPU's on a Licensed Deployment Server Already with a Licensed Orthorectification Extension	\$2,500
	Maintenance for ESRI Image Server Deployment License (Up to two CPUs)	\$2,500
	Maintenance for ESRI Image Server - Additional CPUs on a Licensed Deployment Server	\$1,250
	Maintenance for ESRI Image Server Orthorectification Extension (Up to two CPUs)	\$1,250
	Maintenance for ESRI Image Server Orthorectification Extension - Additional CPUs on a Licensed Deployment Server Already with a Licensed Orthorectification Extension	\$625
	ESRI Image Server (Staging Server)	
	Staging Server for ESRI Image Server Deployment License (Up to two CPUs)	\$5,000
	Staging Server for ESRI Image Server - Additional CPUs on a Licensed Deployment Server	\$2,500
	Staging Server for ESRI Image Server Orthorectification Extension (Up to two CPUs)	\$2,500

Section	Description	Price
10	Staging Server for ESRI Image Server Orthorectification Extension - Additional CPUs on a Licensed Deployment Server Already with a Licensed Orthorectification Extension	\$1,250
	Maintenance for ESRI Image Server Deployment License Staging Server (Up to two CPUs)	\$1,250
	Maintenance for ESRI Image Server Staging Server - Additional CPUs on a Licensed Deployment Server	\$625
	Maintenance for ESRI Image Server Orthorectification Extension Staging Server (Up to two CPUs)	\$625
	Maintenance for ESRI Image Server Orthorectification Extension Staging Server - Additional CPUs on a Licensed Deployment Server Already with a Licensed Orthorectification Extension	\$300
11	ArcLogistics Route	
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data)	\$9,600
	ArcLogistics Route Annual Maintenance (U.S. data)	\$2,000
	ArcLogistics Route Additional Service Area (U.S. data)	\$2,000
	ArcLogistics Route Additional Service Area (U.S. data) Annual Maintenance	\$1,000
	ArcLogistics Route No Data License	\$8,000
	ArcLogistics Route No Data License Annual Maintenance	\$1,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak	\$24,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak Annual Maintenance	\$6,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak	\$80,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak Annual Maintenance	\$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak	\$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak Annual Maintenance	\$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak	\$60,000
	ArcLogistics Route No Data License for Citrix 25-Pak Annual Maintenance	\$15,000
	ArcLogistics Route for Windows/Windows NT Single Use License (U.S. data) for Local Government	\$6,000
	ArcLogistics Route Annual Maintenance (U.S. data) for Local Government	\$1,600
	ArcLogistics Route No Data License for Local Government	\$5,000
	ArcLogistics Route No Data License for Local Government Annual Maintenance	\$1,000
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government	\$18,000
	ArcLogistics Route for Citrix License (U.S. data) 3-Pak for Local Government Annual Maintenance	\$3,600
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government	\$24,000
	ArcLogistics Route for Citrix License (U.S. data) 5-Pak for Local Government Maintenance	\$6,000
	ArcLogistics Route for Citrix License (U.S. data) 25-Pak for Local Government	\$80,000
	ArcLogistics Route for Citrix Licenses (U.S. data) 25-Pak for Local Government Annual Maintenance	\$20,000
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government	\$15,000
	ArcLogistics Route No Data License for Citrix 3-Pak for Local Government Annual Maintenance	\$3,000
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government	\$20,000
	ArcLogistics Route No Data License for Citrix 5-Pak for Local Government Annual Maintenance	\$5,000
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government	\$60,000
	ArcLogistics Route No Data License for Citrix 25-Pak for Local Government Annual Maintenance	\$15,000
	BusinessMAP	
	BusinessMAP 4	\$349

Section	Description	Price
11	RouteMAP IMS	
	RouteMAP IMS Server/CPU License	\$3,000
	RouteMAP IMS Additional CPU License	\$500
	RouteMAP IMS Maintenance Server/CPU License	\$1,000
	RouteMAP IMS Maintenance for Additional CPU License	\$500
	RouteMAP IMS Data Pack North America Server/CPU License--Includes Data for United States, Canada, and Puerto Rico	\$6,500
	RouteMAP IMS Data Pack North America Additional CPU License--Data for United States, Canada, and Puerto Rico	\$500
	RouteMAP IMS Data Pack North America Maintenance for Server/CPU License	\$3,000
	RouteMAP IMS Data Pack North America Maintenance for Additional CPU License	\$500
12	Other Software	
	NetEngine	
	NetEngine Standard Developer Kit (incl. 1 Developer License and 10 Deployment Licenses)	\$10,000
	NetEngine Internet Developer Kit (incl. 2 Developer Licenses and One Deployment License for One Server with Up to Two CPUs)	\$6,000
	Additional NetEngine Server/CPU Deployment License (Up to 2 CPUs)	\$4,800
	Additional NetEngine CPU Deployment License	\$4,000
	Additional NetEngine Developer License	\$2,000
	NetEngine Standard Deployment License (each)	\$800
	Annual Maintenance for NetEngine Standard Developer Kit	\$2,000
	Annual Maintenance for NetEngine Internet Developer Kit	\$2,000
	Annual Maintenance for NetEngine Additional Server/CPU Deployment License	\$1,200
	Annual Maintenance for Additional NetEngine CPU Deployment License	\$1,000
	Annual Maintenance for Additional NetEngine Developer License (each)	\$500
	NetEngine Annual Renewal for Network Server Deployment License (Old Program)	\$1,000
	Maplex	
	Maplex First Single Use License	\$15,000
	Maplex Second Single Use License	\$14,000
	Maplex Third Single Use License	\$11,500
	Maplex Single Use License Annual Primary Maintenance	\$3,750
	Maplex Single Use License Annual Secondary Maintenance	\$1,500
	PLTS for ArcGIS (Single or Concurrent Use)	
	PLTS for ArcGIS Mapping Agency Solution	\$10,000
	Annual Maintenance for PLTS for ArcGIS Mapping Agency Solution	\$2,500
	PLTS for ArcGIS Nautical Solution	\$10,000
	Annual Maintenance for PLTS for ArcGIS Nautical Solution	\$2,500
	PLTS for ArcGIS Defense Solution	\$10,000
	Annual Maintenance for PLTS for ArcGIS Defense Solution	\$2,500
	PLTS for ArcGIS Aeronautical Solution	\$10,000
	Annual Maintenance for PLTS for ArcGIS Aeronautical Solution	\$2,500
	PLTS Foundation	\$5,000
	Annual Maintenance for PLTS Foundation	\$1,250
	GIS Data ReViewer (Single or Concurrent Use)	
	GIS Data ReViewer	\$2,500
	Annual Maintenance for GIS Data ReViewer	\$625

Section	Description	Price
12	Map Production System Atlas	\$2,500
	Annual Maintenance for Map Production System Atlas	\$625
	Job Tracking for ArcGIS (JTX)	
	Job Tracking for ArcGIS (JTX) Concurrent Use License	\$2,500
	Primary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$500
	Secondary Maintenance Job Tracking for ArcGIS (JTX) Concurrent Use License	\$200
	ArcPad	
	ArcPad Single Use License	\$396
	ArcPad Single Use License Technical Support	\$295
	ArcPad Application Builder Single Use License	\$1,200
	ArcPad Application Builder Primary Maintenance	\$500
	ArcPad Application Builder Secondary Maintenance	\$300
	ArcPad 5.x/6.x Upgrade to 7.x	\$150
	ESRI Data & Maps	
	ESRI Data & Maps- StreetMap Pro, U.S. & Canada, Single Use per Seat License	\$3,500
	ESRI Data & Maps- StreetMap Pro, U.S. & Canada, Concurrent Use per Internal Intranet User	\$3,500
13	Reserved	
14	ESRI Developer Network (EDN)	
	Annual Subscription for ESRI Developer Network (EDN)	\$1,500
	DSG Support (10 calls) for ESRI Developer Network (EDN)	\$2,000
	Instructor-Led Training (5 days) for ESRI Developer Network (EDN)	\$2,000
15	Software Media Kits and Hardware Keys	
	Additional Install Kit for ArcGIS (Parallel)	\$400
	Additional Install Kit for ArcGIS (USB)	\$400
	Additional ArcGIS Hardware Key (USB)	\$50
	Additional ArcGIS Hardware Key (Parallel)	\$50
16	Developer Support Program	
	ArcIMS Developers Priority Support	\$1,495
	ArcIMS Developers Pay-As-You-Go Support (per incident)	\$300
	MapObjects LT Developers Priority Support	\$395
	MapObjects LT Pay-As-You-Go Support (per incident)	\$60
	ArcInfo Workstation Developers Priority Support	\$2,000
	ArcInfo Workstation Developers Pay-As-You-Go Support (per incident)	\$300
	ArcGIS Desktop Developers Priority Support	\$2,000
	ArcGIS Desktop Developers Pay-As-You-Go Support	\$300
	Cross Product Plan Developers Priority Support	\$2,000
	Annual Premium Support Services	\$75,000
	Premium Support Services at an Hourly Rate--Minimum 36 Hours	\$7,500
	Installation Services	
	Tracking Server Installation and Support Service	\$20,000
	ArcIMS Installation Service	\$3,500
	ArcSDE Installation Service	\$3,500
	Training	
	ESRI Site Training per Student, per Day at ESRI Learning Centers in the USA	\$450
	Client Site Training per Class, per Day (12 Students) at Client Locations in the USA	\$3,500

Section	Description	Price
17	Virtual Campus	
	Individual Courses	
	ESRI Virtual Campus Training Course Pricing (1 paid modules) per seat	\$25
	ESRI Virtual Campus Training Course Pricing (2 paid modules) per seat	\$50
	ESRI Virtual Campus Training Course Pricing (3 paid modules) per seat	\$75
	ESRI Virtual Campus Training Course Pricing (4 paid modules) per seat	\$100
	ESRI Virtual Campus Training Course Pricing (5 paid modules) per seat	\$125
	ESRI Virtual Campus Training Course Pricing (6 paid modules) per seat	\$150
	ESRI Virtual Campus Training Course Pricing (7 paid modules) per seat	\$175
	ESRI Virtual Campus Training Course Pricing (8 paid modules) per seat	\$200
	ESRI Virtual Campus Training Course Pricing (9 paid modules) per seat	\$225
	ESRI Virtual Campus Subscription Pricing	
	Education Subscriptions (for all Virtual Campus courses)	
	Annual Premium Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,250
	Annual Premium Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,250
	Annual Premium Subscription (\$10,000 Virtual Campus Dollar Value)	\$7,000
	Annual Premium Subscription (\$50,000 Virtual Campus Dollar Value)	\$30,000
	Annual Premium Subscription (\$100,000 Virtual Campus Dollar Value)	\$50,000
	Annual Standard Subscription (\$2,500 Virtual Campus Dollar Value)	\$2,125
	Annual Standard Subscription (\$5,000 Virtual Campus Dollar Value)	\$4,000
	Annual Standard Subscription (\$10,000 Virtual Campus Dollar Value)	\$6,000
	Annual Standard Subscription (\$50,000 Virtual Campus Dollar Value)	\$25,000
	Annual Standard Subscription (\$100,000 Virtual Campus Dollar Value)	\$40,000
	ESRI Virtual Campus Web Workshop	
	ESRI Virtual Campus Web Workshop (per seat)	\$30



**EXHIBIT 1
SCOPE OF USE
(E300 9/05B)**

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

The scope of use for each ESRI Software identified below is described in the applicable footnotes listed in parentheses.

Desktop Software

- ArcGIS Desktop
 - ArcReader (1 and 18)
 - ArcView (1, 2, 6, and 14)
 - ArcEditor (1, 2, 6, and 14)
 - ArcInfo (2, 6, and 14)
 - ArcInfo Workstation Extensions (2 and 6)
 - ArcGIS Desktop Extensions (1, 2, and 6)
- Production Line Tool Set for ArcGIS (PLTS); GIS Data ReViewer; Job Tracking for ArcGIS (1 and 2)
- ArcView GIS 3.x
 - ArcView and Extensions (1)
- ArcPad (1, 9, and 10)
- ArcPad StreetMap (1, 9, and 19)
- ArcLogistics Route (1 and 8)
- BusinessMAP (1)
- Maplex (1)
- MOLE (1)
- ArcExplorer (1 and 18)
- Data Sets (1)

Server Software

- ArcGIS Server
 - ArcGIS Server Base License (3, 5, 7, and 22)
 - Extensions (3, 6, 7, and 22)
- ArcSDE
 - ArcSDE Application and Connection Server (3, 5, 7, 17, and 22)
 - ArcSDE for Coverages (3, 5, 7, 17, and 22)
 - ArcSDE Client Access (2, 17, and 22)
 - ArcSDE CAD Client (2, 17, and 22)
- ArcIMS
 - ArcIMS and Extensions (3, 5, 6, 7, 12, and 22)
 - ArcIMS ArcMap Server (3, 5, 7, 12, and 22)
 - RouteMap IMS (3, 5, 7, 12, and 22)

- Tracking Server (7 and 22)
- ESRI Image Server
 - ESRI Image Server Base License (3, 5, 7, and 22)
 - Extensions (3, 6, 7, and 22)

Developer Software

- ArcGIS Schematics SDK (1, 4, 12, and 15)
- ArcGIS Engine
 - ArcGIS Engine Developer Kit (1, 12, and 21)
 - ArcGIS Engine Runtime (1, 12, and 21)
 - Extensions (1, 6, 12, and 21)
- MOLE SDK (1, 4, and 12)
- ArcPad Application Builder (1)
- MapObjects—Windows Edition (1, 4, 11, 12, and 15)
- MapObjects—Java Edition (1, 3, 4, 5, 7, 12, 15, 16, and 22)
- MapObjects LT (1, 4, 11, and 12)
- NetEngine (1, 5, and 12)
- NetEngine Internet (3, 5, and 13)
- Geocoding Development Kit (1)

ESRI Software, Data, and Documentation

- ArcGIS Business Analyst (1, 2, and 20)
- ArcView Business Analyst (1 and 20)
- Demographic Data (1 and 20)
 - CommunityInfo
 - Retail Marketplace
 - Consumer Expenditure
- Community Tapestry Data (1 and 20)
- Third Party Data (1 and 20)
- Community Coder (1 and 20)
- Sourcebook America (included with ArcReader) (1, 18, and 20)
- Portfolio
 - Allocate (1 and 20)
 - Solocast (1 and 20)

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 - (b) Unless Licensee has separately licensed a copy of Community Coder, or ESRI Data that permits appending of the Community Tapestry market segmentation system codes ("Tapestry Codes"), Licensee shall not use the ESRI Data to assign or append Tapestry Codes to addresses or geographical data not included with ESRI Software, Data, and Documentation. If Licensee is granted the right to assign Tapestry Codes to Licensee's own files or records (i.e., profiling), Tapestry Codes shall not be disclosed to or used for the benefit of third parties nor shall Licensee provide any third party with mapping, indexing or delivery services made possible through the use of the deliverables without ESRI's express written permission.
 - (c) Licensee shall not use, copy, redistribute, publicly display, rebroadcast, or otherwise retransmit the ESRI Software, Data, and Documentation on the Internet without first entering into an appropriate Internet/Intranet Deployment-type agreement with ESRI.
 - (d) Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the Community Tapestry market segmentation systems type of said individual's place of residence.
21. The ArcGIS Engine Developer Kit grants the right to develop an unlimited number of applications on a single computer and to deliver the applications with or without the Engine Runtime Software to end users. The ArcGIS Engine Developer Kit licenses and Engine Runtime licenses may be licensed independent of the other. Licensee shall not redistribute the Engine Developer Kit authorization file. The Engine Runtime licenses shall not be used for development of Engine applications. Internet and Server development and deployment is not permitted. An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an unlimited number of applications built from the ArcGIS Engine Developer Kit on one (1) computer. The ArcGIS Engine Runtime Extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. Developers must attribute as follows: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
22. Server Software may be used in logical, virtual, and "on-demand" server configurations. When counting the number of CPU licenses required for each type of server configuration, ESRI counts all the physical CPUs in a server where the Server Software is installed and/or running. In logical server configurations each Server Software license may be installed on up to two (2) CPUs in one (1) logical server. For "on-demand computing" dormant CPUs do not need to be licensed until they are activated. In virtual server configurations all CPUs in the server must be licensed.



ADDENDUM TO THE GENERAL LICENSE TERMS AND CONDITIONS FOR LIMITED TERM ESRI DEVELOPER NETWORK SUBSCRIPTION

This Addendum to the General License Terms and Conditions for the Limited Term ESRI Developer Network Subscription ("EDN Addendum") modifies the terms and conditions of the License Agreement to incorporate additional or different terms and conditions specifically for the ESRI Developer Network subscription.

Article A. Modification to the License Agreement

The **General License Terms and Conditions (E200)** are modified as follows:

1. Article 1—Definitions, is amended by the addition of the following definitions:

"EDN Subscription" shall mean the limited term license granted by ESRI to Licensee to use the EDN Software Library and EDN Website through the EDN Addendum.

"EDN" shall mean the ESRI Developer Network.

"EDN Software Library" shall mean the Software (currently comprised of ArcGIS Engine Developer Kit, ArcGIS Server, ArcIMS, and ArcSDE), Data, Documentation, License Manager, ArcWeb Services, instructional materials, and any other materials made available to Licensee during the EDN Subscription period.

"EDN Website" shall mean the ESRI Web site devoted to the global community of geographic information systems ("GIS") developers through which licensees may download and upload software, data, and information through peer-to-peer sharing.

"Service Pack" shall mean a Software update available to Licensee through the ESRI Support Web page as a download via the Internet or by other means.

2. Article 4—Scope of Use, is amended by the addition of the following **Permitted Uses**:

- Licensee may use only the type and number of copies of the Software, Data, Documentation, and ArcWeb Services included in the EDN Software Library during the EDN Subscription period for which the appropriate EDN subscription fees have been paid to ESRI in accordance with the licensed configuration on file with ESRI Customer Service for Licensee's internal use and the terms of this EDN Addendum.
- Licensee may use each EDN Subscription license for one (1) developer who may use the EDN Software Library and other resources of the program solely for the purposes of research, development, test, and demonstration of a prototype application to Licensee's customers and internal users for acceptance testing.
- Licensee agrees that it will order a separate EDN Subscription for each individual developer who accesses the EDN Software Library and EDN Website. Licensee shall also order a separate EDN Subscription for each individual developer of a consultant or contractor who requires access to the EDN Library in support of Licensee.
- Licensee may permit each authorized developer to copy and install the EDN Software Library on multiple computers for use solely by the authorized developer(s) covered by an EDN Subscription provided Licensee requires the developer(s) to use the software only as permitted by this EDN Addendum.
- Licensee may use, copy, reproduce, and redistribute the Service Pack(s) as part of Licensee's application. Any other right to use, copy, reproduce, and redistribute Software, Data, and Documentation or ArcWeb Services, including updates, is subject to the grants and scope of use in the applicable ESRI license agreement for full commercial use, and use of the EDN Software Library is limited to the permitted uses in this EDN Addendum.
- Licensee may use the EDN Software Library at one (1) location for each EDN Subscription.
- Licensee may grant access to server applications developed using the EDN Software Library to Licensee's customers and internal users for acceptance testing purposes only provided that Licensee's customers and internal users will not perform any debugging, configuration, or maintenance.

3. **Article 4—Scope of Use**, is amended by the addition of the following **Uses Not Permitted**:

- A single EDN Subscription may not be shared by multiple developers or other users who do not have an EDN Subscription.
- The EDN Subscription software may not be used for production or other commercial purposes. EDN registration numbers or software authorization files cannot be redistributed with custom solutions.
- Licensee shall not transfer or redistribute the EDN Software Library, in whole or in part, among other Licensee sites, or among other individual developers at a single site, except for other developer(s) with an EDN Subscription at the site.
- Licensee shall not publicly disclose results of benchmark testing except with prior written permission of ESRI.

4. **Article 5—Maintenance**, does not apply to the EDN Subscription and Licensee shall not be entitled to standard maintenance. Licensee shall receive updates to the EDN Software Library during the term of the EDN Subscription, but ESRI technical support is not available unless Licensee elects to order Developer Support Group technical support services ("DSG Support") for the EDN Software Library products eligible for such support.

5. **Article 6—Term and Termination**, does not apply to the EDN Subscription and is replaced by the Term, Termination, and Renewal provision in the General Provisions for the EDN Subscription indicated below.

6. **Article 7—Limited Warranties and Disclaimers**, Section 7.1, Limited Warranties, does not apply to any sample code made available to Licensee through the EDN Subscription. THE SAMPLE CODE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLE CODE.

Article B. ArcWeb Services Terms and Conditions for the EDN Subscription

The License Agreement is modified by the addition of the following terms for ArcWeb Services included in the EDN Subscription:

1. **Grant**—ESRI hereby grants a nonexclusive, nontransferable, *limited license* to Licensee, and Licensee hereby accepts the limited license for use of the ArcWeb Service(s), including any applicable data or documentation ("Service(s)"), up to the authorized number of credits during the EDN Subscription period. Such license includes the right to access the Service(s) made available on the Web site and to use the Service(s) to research, develop, test, and demonstrate prototype Web-based application development as permitted herein. ESRI reserves the right to immediately terminate this license should Licensee use the Service(s) for any use not permitted under the License Agreement or this Addendum. Further, ESRI reserves the right to change the number of credits for future or renewed EDN Subscriptions, specific current ArcWeb Service(s), and related terms and conditions.
2. **Reservation of Ownership and Grant of License**—The Service(s) accessed pursuant to this EDN Addendum or any other materials delivered hereunder, is proprietary to ESRI or its licensors and contains trade secrets, inclusive of unpublished specifications. All rights, title, ownership in patents, trademarks, copyrights, trade secrets, know-how, and any proprietary rights in the Service(s) remain exclusively with ESRI or its licensors. The Service(s) is protected by United States copyright laws and applicable international treaties and/or conventions. Licensee acknowledges that the Service(s) is proprietary to ESRI or its licensors.

3. **Scope of Use**

Licensee may

- a. Use the Service(s) within an internal network environment for Licensee's own internal use as described herein;
- b. Access and use any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information;

- c. Licensee may use each EDN Subscription license for one (1) developer who may use the Service(s), and other resources of the program solely for the purposes of research, development, test, and demonstration of a prototype application to Licensee's customers and internal users. There are no deployment, runtime, commercial, server use, or production rights granted by the EDN Addendum for Web-enabled applications developed using the ArcWeb Service(s);
- d. Download and store geocoded results only when using the Service known as Address Manager; or
- e. Grant access to server applications developed using the EDN Software Library to Licensee's customers and internal users for acceptance testing purposes only provided that Licensee's customers and internal users will not perform any debugging, configuration, or maintenance.

Licensee may not

- a. Copy, download, store (except as permitted above), publish, transmit, transfer, sell, or otherwise use the Service(s) except as expressly permitted herein;
 - b. Sell, lease, lend, rent, timeshare, assign, sublicense, or transfer any right to use the Service(s) to any third party without the prior express written permission of ESRI;
 - c. Attempt to unlock or bypass the access code used or uncover any ESRI source code, reverse engineer, decompile, or disassemble the Service(s) for any purpose, except to the extent permitted by applicable law notwithstanding this restriction, in order to protect ESRI or its supplier(s) trade secrets and proprietary information contained in the Services;
 - d. Publicly disclose results of benchmark testing except with prior written permission of ESRI;
 - e. Create derivative Service(s) or add value to the Service(s) and thereafter resell or otherwise distribute the Service(s) as Licensee's own services;
 - f. Reformat and display the Service(s) in an attempt to mirror or make commercial use of the ESRI Web site;
 - g. Use the Service(s) for production or other commercial purposes; or
 - h. Use the Service(s) beyond the EDN subscription period or carry over any credits remaining into a new EDN subscription period.
4. **Third Party Data Sets**—If Arc Web Service(s) (included in the EDN Software Library) are made available to Licensee during the EDN Subscription period, through the Internet at ESRI's Arc Web Services Web site (see <http://www.esri.com/services.html>), the license limitations set forth in the applicable Arc Web Services(s) Terms and Conditions provided on the web site shall apply.
5. **ArcWeb Service(s) Warranty**—THE SERVICE(S) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE BEARS ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE(S).

ESRI reserves the right to make any changes it deems necessary or desirable to the Service(s).

Article C. General Provisions for the EDN Subscription

The following clauses are added to the License Agreement and are specifically applicable to the EDN Software Library and the EDN Subscription:

1. **Term, Termination, and Renewal**—The EDN Subscription period and term of the license for use of the EDN Software Library is one (1) year from date of shipment or transmittal of the EDN Subscription code. This license expires upon expiration of the EDN Subscription, use of all permitted credits with respect to ArcWeb Services, or earlier by either party upon written notice to the other. Licensee may renew the EDN Subscription by payment of the EDN Subscription fee on or before the expiration date, so long as Licensee complies with the terms of this EDN Addendum and the License Agreement. The license for the EDN Subscription and EDN Software Library may terminate if (i) Licensee elects in writing to discontinue use of the EDN Software Library and terminates its EDN Subscription or (ii) either party terminates the EDN Subscription or this EDN Addendum for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that it is impossible to cure. No refund of the EDN Subscription fee will be made for termination for the EDN Subscription, except as required by a judgment of default against ESRI filed in a court of competent jurisdiction.

2. **Deinstallation upon Expiration or Termination**—ESRI may terminate this EDN Addendum as provided in Article C, Section 1, Term, Termination, and Renewal, above. Upon expiration or termination of the EDN Subscription, Licensee shall uninstall, remove, and destroy the EDN Software Library and all components and all whole or partial copies, modifications, or merged portions in any form, and upon ESRI's request, certify to or provide evidence of such deinstallation or destruction to ESRI.
3. **Audit Rights**—Licensee shall maintain at Licensee's principal place of business complete and accurate business records of the use of the EDN Software Library acquired pursuant to this Agreement. ESRI shall have the right to annually inspect such records at its expense and upon reasonable notice to Licensee and provided such inspection is reasonable in scope and is non-disruptive of Licensee's operations. If an audit reveals that Licensee has used the EDN Software Library for purposes other than those permitted by this EDN Addendum, then Licensee shall pay ESRI's reasonable costs of conducting the audit, in addition to the payment of additional fees based on full use commercial license fees.
4. **Nondisclosure and Compliance with Terms of Use and Privacy Statement**—Licensee agrees that it shall not disclose any technical, business, or marketing information about or related to the EDN Software Library to other entities involved in the development or licensing of geographic information system software, or disclose any password except to the authorized developer(s). Licensee agrees to comply with the Terms of Use Agreement and Privacy Statement posted on the EDN Web-site. Licensee agrees to advise each authorized developer of the rights and obligations of this EDN Addendum and to require compliance with the terms and conditions of this EDN Addendum.
5. **Assignability**—This EDN Addendum is not assignable by Licensee without the prior written consent of ESRI.
6. **Precedence**—The terms and conditions in this EDN Addendum shall take precedence over any conflicting terms of the License Agreement, with respect to the EDN Software Library and EDN Subscription and, as it may relate to Licensee's access or use of any Third Party Data supplied hereunder, in the event of a conflict between any term set forth on the Arc Web Services Web site and any other term or condition of this Addendum, the terms of the Arc Web Services Web site shall govern.

ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE

TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2006

Hourly time and materials labor rates have been provided for each labor category for calendar year 2006. The hourly labor rates for services that are performed after 2006 may be escalated in an amount not to exceed seven and one-half percent (7.5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

ESRI reserves the right to provide fixed price quotations for professional services requests that require deliverables other than hours and/or are more than twenty-five thousand dollars (\$25,000). Work performed under fixed price orders will require additional terms and conditions and will be invoiced monthly based on percent complete.

Principal

Hourly Rate: \$301/Hour

These staff members work as program directors or project advisors providing project vision, strategic consulting, and program management for all types of geographic information system (GIS) projects. They apply market/application domain expertise and have extensive experience in GIS and related technologies. Consulting activities may include strategic planning, review and oversight of requirements definition, application and database design, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These staff members work with senior client staff and have the support of senior ESRI corporate staff to ensure successful project completion.

Senior Consultant

Hourly Rate: \$228/Hour

These staff members work as project managers or project advisors providing strategic consulting and program management for all types of GIS projects. They apply market/application domain expertise and have extensive experience in GIS and related technologies. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design and development, and system integration consulting. Management activities may include defining program requirements, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. They design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules.

Consultant

Hourly Rate: \$181/Hour

These staff members provide day-to-day consulting and management of contracted projects within ESRI. They work under the guidance of senior ESRI consulting staff and support the design and implementation of defined work plans. They provide traditional consulting services and design and management support to application development projects and database conversion projects. They conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using CASE tools and entity-relationship (E-R) diagramming methodologies, design and develop software and database QA/QC programs, and provide management oversight of daily technical activities. They work with senior consulting and technical staff to design comprehensive work plans that employ structured systems methodologies, which define project deliverables, milestones, and realistic schedules. These staff members also work with ESRI administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior Technical Designer

Hourly Rate: \$235/Hour

These staff members are the senior technical staff at ESRI. They provide the overall technical vision and system architecture for large complex systems. They apply sound software engineering principles and life cycle methodologies to projects. They are actively involved in systems architecture design, application software design, database process design, and all phases of coding including conducting design and code reviews. They may serve as the principal investigator in focused studies or research and development (R&D) projects. While staff members in this category have broad technical knowledge of GIS applications and related technologies, they also provide specific expertise in areas such as Internet applications, data warehousing, spatial analysis, and modeling. They are

proficient in ESRI software languages as well as third-generation programming languages, Internet markup languages, and other technologies.

Technical Designer

Hourly Rate: \$190/Hour

GIS system/software developers design technical project plans for the implementation of application software projects and database development projects. They oversee the day-to-day technical activities of the project team and ensure that appropriate systems methodologies are employed. They design and develop QA/QC programs and oversee design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle. They perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of the more complex and strategic portions of application software and database conversion projects. They are proficient in ESRI software languages as well as third-generation programming languages, Internet markup languages, and other technologies.

Technical Analyst

Hourly Rate: \$148/Hour

Staff members in this category work independently to perform software coding and write software documentation to design specifications developed by senior staff. They also design and implement data conversion procedures. These staff members also perform software and database quality control and are proficient in the coding of software and processing of digital databases. They are also proficient in ESRI software languages as well as third-generation programming languages, Internet markup languages, and other technologies.

Database Analyst

Hourly Rate: \$125/Hour

These staff members provide database development support in creating cartographic and digital data products. Areas of expertise include performing data conversion, migration, and translation activities utilizing advanced processing techniques in ArcGIS software. In addition, these staff members design and implement efficient production tools and coordinate workflow with project personnel.



TRAINING TERMS AND CONDITIONS

Whereas, the CLIENT wishes to arrange for training of its employees, the following terms shall be followed as applicable.

I—SCOPE

ESRI agrees to conduct training courses pursuant to the terms contained herein. Training may be conducted at CLIENT's site or at an ESRI Learning Center.

Course Description: The ESRI Software training course(s) to be conducted, the location, the dates during which the courses are to be conducted, the number of participants, and the prices to be paid to ESRI are as set forth in the ESRI Course Catalog or at ESRI's training Web site, which is incorporated by this reference. All courses shall be conducted in substantial conformity with the most current ESRI training course brochure(s). ESRI reserves the right to modify course content when necessary due to Software technical abilities or limitations.

ESRI's Responsibility: ESRI shall provide an instructor qualified to conduct the course(s), as well as all necessary training materials sufficient for the number of registered participants. ESRI will provide each student with a course manual.

ESRI's scheduling coordinator, through whom all course(s), dates, and locations shall be confirmed, can be contacted at 909-793-2853, extension 1523.

IIA—UNIQUE ESRI LEARNING CENTER TERMS

- Seating is limited in some classes. Registrations are always processed using a standard student registration application, on a first-come, first-served basis. Waiting lists are used when necessary. Registration applications are attached to every course catalog, or available on the Web or from the Learning Center.
- Class schedules are widely disseminated by ESRI Marketing, and the regional offices. The Redlands Learning Center or Scheduling Coordinator works with each Regional Training Coordinator to add classes to accommodate waiting lists where appropriate.
- All class registrants are asked to include proof of payment when they submit their registration application. Prepayment is required by check, or credit card in most cases. Purchase Orders may be accepted from U.S. federal, state, and local government organizations, and universities.
- Sales tax will be charged where applicable.
- The tuition includes a \$100 data-processing fee, which is nonrefundable. This fee may be charged in cases of short-notice cancellations or due to multiple student transfers.
- Travel is the registrant's responsibility. ESRI assumes no responsibility for nonrefundable travel arrangement losses resulting from course scheduling changes or cancellations. Even though ESRI strives to confirm all classes, class cancellations are sometimes unavoidable.

IIB—UNIQUE CLIENT SITE TERMS

CLIENT's Responsibility: Where courses are to be conducted at CLIENT's facilities, CLIENT shall provide physical training facilities that meet the following minimum requirements:

- CLIENT shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's scheduling coordinator). The facility shall have appropriate climate control, lighting, and sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.
- CLIENT shall supply all computer hardware for the training course. Computers must be platforms fully supported by ESRI. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the ESRI required Software. There shall be a minimum of one (1) computer and color monitor for every participant. Other peripheral devices including, but not limited to, digitizers and plotters/printers, as required by the training course being conducted, shall be Class 1 supported.

- CLIENT shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board.
- CLIENT shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee.
- CLIENT agrees that all participants shall be regular employees of CLIENT who meet the prerequisites set forth in the ESRI training brochure(s).
- CLIENT shall issue a purchase order and pay invoices pursuant to the terms set forth in Section IV below.
- CLIENT shall complete and submit an ESRI Client Site Request form not less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement.

III—SOFTWARE LICENSES

The terms of the ESRI license agreement shall be applicable to all CLIENT course participants and for all Software and documentation licensed for use in any training course to be conducted. For on-site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. CLIENT shall deinstall the temporary Software licenses at the conclusion of the training course.

IV—PERFORMANCE AND PAYMENT

Upon completion of each training course, ESRI shall invoice CLIENT and CLIENT shall pay said invoice within thirty (30) days of receipt thereof.

V—EXPORT CONTROL REGULATIONS

ESRI's technology is subject to U.S. export control laws and regulations—ESRI's Software, data, documentation, and any underlying information or technology may not be exported, reexported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation.